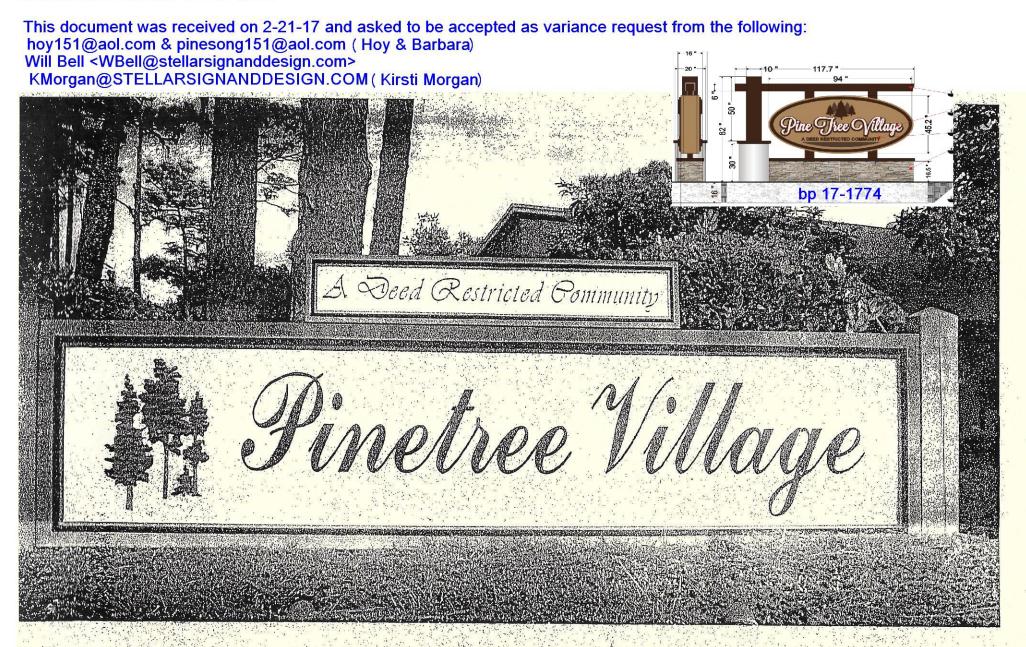
It was noticed when bp 17-1774 was submitted for a new sign indicating 'Pine Tree Village' the subdivision was recorded as Sterling Park Unit 24 PB 20, Pg 83.



January 2007

Rules and Regulations and Covenants Conditions and Restrictions



Please read from Pine Tree.

From: pinesong151@aol.com [mailto:pinesong151@aol.com]

TPTV Documents.pdf (10 MB)

Sent: Tuesday, February 21, 2017 8:30 AM

To: Will Bell

Subject: Re: BP 17-1774

Good morning Will,

Good grief!

I am attaching our lengthy original documents which should prove the name of PineTree Village as the Association. Would they accept it if Sterling Park Unit 24 was added to the sign? I am sure all neighborhoods around Eagle Circle are Sterling Park Unit ???and their signs do not indicate that.

Our bank account is Pine Tree Village at Deer Run. I can check our seal at the office. I'm sure it says PTV because the bank needed it.

170 Pinesong can not be the address. It is on the other side of that cluster and not on Eagle Circle. It is inside Pine Tree Village.

Our registered agent or president could send the requested information to you.

Barbara

----Original Message---From: Will Bell < WBell@stellarsignanddesign.com >
To: hov151 < hov151@aol.com >

Cc: pinesong151 <pinesong151@aol.com> Sent: Tue, Feb 21, 2017 7:55 am

Sent. Tue, Feb 21, 2017 7.33

Subject: FW: BP 17-1774

Hoy/Barbara



Rules & Regulations and CCRs January 2007

Dear Homeowner:

We have enclosed a copy of the By-Laws of the Deer Run Homeowners Association and a copy of the Declaration of Covenants, Conditions and Restrictions as set forth by Sterling Park, Ltd.

Both of these documents have been written to provide assurance to you, the resident, that the high quality of living established by the Deer Run community will be maintained over the years. We know that as a resident of Pinetree Village, you too will share our desire to keep the community in balance and harmony with the beautiful, natural surroundings.

It is essential, therefore, that you read and familiarize yourself with the enclosed documents. Keep them in a safe place as it will be necessary for you to refer to them from time to time. The Declaration of Covenants, Conditions and Restrictions contains information relating to the erection of fences, exterior additions, temporary structures and other subjects of which you must become aware as a resident of Pinetree Village.

We appreciate your cooperation in complying with these documents.

Please accept our best wishes for many enjoyable years in your new home and community.

PINETREE VILLAGE AT DEER RUN HOMEOWNER'S ASSOCIATION, INC. **475 PINESONG DRIVE** CASSELBERRY, FLORIDA 32707

RULES & REGULATIONS

EMERGENCIES:

ALL EMERGENCIES-CALL 911. Give Cluster Number. Furnish all

information requested.

THE ASSOCIATION: Each homeowner in Pinetree Village is automatically a member of the Homeowner's Association which is empowered to protect the value, appearance and desirability of the property in Pinetree Village. The Declaration of Covenants, Conditions and restrictions (CCR'S) describe this legal responsibility and each homeowner should obtain a copy of this document and the Association by-laws from a Board member. You should contact a Board member for information, to report problems, or to volunteer to help with the association committees.

> Each year the members elect a Board consisting of three to seven Directors who meet monthly to take care of business and issues and execute directives necessary to maintain property values, etc., by taking specific actions which are agreed upon by a majority vote of the Directors. In addition, there are special committees, which take care of problems on a day to day basis.

> The Newsletter is published periodically, and sent to all homeowners and residents. It contains Association information about actions taken by the Board, committee activities, notices of budget review or election meetings, community news items, special announcements, Board and Committee members, etc.

UNPAID

ASSESSMENTS:

All assessments are due the first of the month. Please refer to Article IV, Section 9, of the Declaration of Covenants, Conditions and Restrictions, which sets forth the "Effect of Nonpayment of Assessments and Remedies of the Association."

PARKING:

Revised -11/26/2003

1. Resident and guest parking is restricted to resident's garage, carport, homeowner's adjacent property or public street. Vehicles parked on the street must have ALL WHEELS on the pavement to preclude damage to Turf and sprinkler systems.

2. Guests may use the clubhouse parking area for temporary overnight parking of AUTOMOBILES OR LIGHT TRUCKS (pick-ups or vans).

RULES & REGULATIONS

3.Trailer-type vehicles of any type or for any purpose (flatbed, open, boat, and mobile homes, RV'S) are not permitted to park in the limits of Pine tree Village to include carports.

4. Parking in cluster driveways is specifically prohibited.

5. Inoperative (mechanically or legally (expired license) are not permitted in Pinetree Village. All vehicles must be parked facing into their parking space.

6."FOR SALE" signs are not allowed to be displayed on any vehicles parked in Pinetree Village. For Sale signs will be permitted on cars being driven on a daily basis.

7.In summary: Any vehicle that cannot physically be parked in the garage or carport will not be permitted to be parked <u>ANYWHERE WITHIN</u> THE LIMITS OF PINETREE VILLAGE.

8. Your attention is directed to the following verbatim directive extracted from the SEMINOLE COUNTY LAND DEVELOPMENT CODE: Sec. 30.1350; Truck parking in residential zoned districts:

No trucks having a rated load limit of more than two (2) tons or having more than two (2) axles may be parked or stored in any residential zoned area other than to load or unload merchandise; nor may any truck of any size, which has operating cooling units, be permitted to be parked in any residentially zoned area.

9. Vehicles found in violation of any of these directives will be removed at owners' expense.

DAMAGE TO PROPERTY:

Damage to any property by Grounds Maintenance employees should be reported immediately to Grounds Committee Chairperson. The workmen have been instructed on job performance by the contractor. Dissatisfaction or complaints thereof should be reported to Grounds Committee Chairperson, rather than discussed with workmen.

GARBAGE/TRASH:

Garbage cans, trash and refuse containers must be kept out of sight except on "Pick-Up" days. Trash/refuse is to be put out at the cluster curb after 6:00pm the night before pick-up.

Revised-4/15/2005 RECREATION FACILITIES:

POOL TENNIS COURT CLUBHOUSE

Residents are issued a key to the swimming pool gate and tennis court gate periodically as required. Renters must get a signed release form from their owner before keys can be issued. Lost keys cost \$25.00 to replace. No skate boards; bicycles, roller skates or animals are permitted in tennis court or pool area.

Pool is available for residents and their houseguests only. Children under 18 must be accompanied by an adult. Infants must always be provided with rubber pants. Swimming is at your own risk, since there is no lifeguard on duty.

Suntan oils and lotions are extremely damaging to the pool filter and pump motor. Prior to entering water and after using suntan oils, use the showers provided. Other pool regulations are located on the clubhouse wall.

Page 2

RULES & REGULATIONS

The clubhouse is available for special events to residents over 18 years of age. A \$50.00 deposit is required, which will be returned if the clubhouse is clean and restored to its proper condition. To use the clubhouse, contact the person listed on the newsletter which is distributed periodically to all residents of PTV.

COMMITTEE:

Revised 7/21/16 Changes to the exterior of your house must be submitted in writing for ARCHITECTURAL approval by the Architectural Control Committee and Board of Directors. This includes roof shingles selected for new roofs or additions, and changes to the color of exterior paint. Replacement shingles may be architectural or three tab shingles with each cluster following the color chosen by other homeowners in that cluster. All exterior doors must be painted the color of the wood of the home. Gutters must the painted the color of the wood of the home or be brown as installed. Downspouts may be brown or the color of the wall to which they are attached.

> Architectural change requests must presented in person at monthly meeting or mailed to Pine Tree Village Homeowners Association. The address is listed on the Fact Sheet. Letters of approval with changes or rejections will be mailed to the homeowners within 30 days of receipt of request. Homeowners may appeal decisions directly to the Board of Directors whose decision is final.

> Letters of request should include mailing address, phone number, cluster number, model or type of home and a stamped envelope. Letters should be descriptive in nature, kind, shape, height, designation and type of material, color and location. Any major changes should be accompanied by plans, professional in appearance and including dimensions and elevation. If proposed work is to be done by a contractor, include his name, address and phone number.

> Visible evident of termite treatment should be immediately painted to match as should other repairs or replacement of siding, gates, etc.

> In keeping with the views of homeowners to maintain the appearance of our complex at all times, periodic (3-4 year intervals) painting of all units will be done. Interim requirements may also be desired by homeowners as necessary: i.e. replaced siding or trim, broken gates, heavily discolored stucco etc. All units in each cluster must be painted with same authorized colors. Sherwin Williams located on SR 436 & Winter Woods Blvd Winter Park has color records on file. Phone # (407)677-0741.

Following is the list of colors for each cluster. (Satin finish is preferred.

CLUSTER	STUCCO COLOR	WOOD COLOR
1,18,15,9	Maple Nut #288F	A-C 317
2,7,11,16,14	Gravel #41-23	Dove
8,5,6,12,13	Sandalwood	Cedar
3,10,17	Mayfair Tan #41-9	Cedar
4	Mayfair Tan #41-9	Copperleaf #42-10

RULES & REGULATIONS

Revised-4/15/2005 GROUNDS COMMITTEE:

> Your cooperation is necessary in order to maintain an attractive community. The Association maintains the common areas, but the parking areas are yours to keep free of weeds and should, when the need arises, be remulched. Shrubbery on your lot should also be kept trimmed. The Grounds Committee must approve any planting, such as trees or shrubs, which you intend to place in Common Areas around your home. Planting of trees is highly desired. Contact Grounds Chairperson for the best type of trees and placement of same. Flower & tree border edging such as wood, wire, plastic or metal cannot be taller than 5 inches high from the ground.

SPRINKLER SYSTEM:

Controlled by automatic timers. Under no circumstances are residents to tamper with timers, valves or sprinkler heads. Parts and sprinklers are sometimes damaged by child's play and improper parking of vehicles. Since replacement parts are costly, please advise family members. Deliberate damage of the sprinkler system will be basis for prosecution by the Board. Notify Grounds Committee Chairperson or Member if you notice a sprinkler system problem.

ANIMALS:

Seminole County's Leash Law applies to both dogs and cats. Animals running loose will be picked up if you call 407-665-5201. Pets are not permitted in Common Areas around the Pool or Clubhouse, by order of the Health Department. It will be very much appreciated by Lawn Care Personnel and joggers, if when walking your pet in the Common Areas, a "pooper scooper" and a disposal bag be used.

PLAYING IN DRIVEWAYS: Playing in driveways at any time is prohibited to protect the safety of the children.

MISCELLANEOUS: No clothing or bathing suits may be hung outside your unit where they can be seen. This includes patio and patio wall.

SELLING OR LEASING HOME: When selling a home, be sure to give the new owners the following:

1. Copy of the CCR's.

2. Association payment book. 3. Proof of dues payment to date. 4. Any association issued keys. Copy of Rules & Regulations.

6. Notify president of sale closing and name of new owners.

When leasing a unit, please notify the president, giving tenants name and phone number if available.

MAIL ALL ASSOCIATION AND COMMITTEE CORRESPONDENCE TO: PINETREE VILLAGE HOMEOWNERS ASSOCIATION 475 PINESONG DRIVE CASSELBERRY, FL 32707

BOOK PAGE SEMINOR I COUNTY FLORIDA

DECLARATION OF

COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION, made on the date hereinafter set forth by STERLING PARK, LTD., a Florida limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property located in Seminole County, Florida, which is more particularly described as follows:

STERLING PARK - Unit 24, as per plat thereof recorded in Plat Book 20, pages 82, 83 and 84, Public Records of Seminole County, Florida.

NOW, THEREFORE, Declarant hereby declares that all of the properties described above shall be held, sold and conveyed subject to the following easements, restrictions, convenants, and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to PINE TREE VILLAGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC., a non-profit corporation organized under the laws of the State of Florida, its successors and assigns.

Section 2. "Owner" shall mean and refer to the record owners, whether one or more persons or entities, of a fee simple title to any lot which is a part of the properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Properties" shall mean and refer to that certain real property hereinbefore described.

Section 4. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners but shall not include that portion of the common area shown on the plat

fum to: Carr & Findeiner, P. A. 341 North Megnolia Avenue Orlando, Florida 32801

Please

SEMINOLE COUNTY
FLORIDA

of Sterling Park - Unit 24, which is within the patio wall of each unit, hereinafter called the "Limited Common Area".

Section 5. "Lot" shall mean and refer to any plots of land designated for single family use shown upon the recorded plat for Sterling Park - Unit 24, Sheet 3.

Section 6. "Declarant" shall mean and refer to Sterling

Park, Ltd., a Florida limited partnership, as successor of Sterling

Park, Inc., a Florida corporation, its successors and assigns if

such successors or assigns should acquire more than one undeveloped

lot from the Declarant for the purpose of development.

ARTICLE II

PROPERTY RIGHTS

- Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every lot subject to the following provisions:
- (a) the right of the Association to charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area;
- (b) the right of the Association to suspend the voting rights and right to use of the recreational facilities by an owner for any period during which any assessment against his lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations.
- (c) the right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions
 as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds
 (2/3) of the members agreeing to such dedication or transfer has
 been recorded; and
- (d) the right of individual owners to the exclusive use of parking spaces as provided in this article.
 - (e) the right of individual owners to the exclusive use

of the Limited Common Area adjacent to each Unit.

Section 2. Parking Rights. Parking for each townhouse lot shall be limited to parking in its designated area, curb parking, or as may be designated on the plat thereof recorded in the public records of Seminole County, Florida.

Section 3. Owner's Use of Lot. Use of lots shall be limited to residential purposes.

Section 4. Delegation of Use. Any owner may delegate, in accordance with the By-Laws, his right or enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the property.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Every owner of a lot which is subject to assessment shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A members shall be all Owners, with the exception of the Declarant, of lots upon which a townhouse is constructed and shall be entitled to one vote for each lot owned. When more than one person holds an interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any lot.

Class B. The Class B member shall be the Declarant and shall be entitled to three (3) votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total votes outstanding ing in the Class B membership, or
- (b) On January 1, 1982.

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

<u>Assessments</u>. The Declarant, for each lot owned within the properties, hereby covenants, and each Owner of any lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to maintain the Limited Common Area adjacent to its Unit and to pay to the Association: (1) annual

assessment or charges, and (2) special assessments for captial im provements, such assessments to be established and collected as herein after provided. The annual special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively, except as hereinafter provided in Section 12, to promote the recreation, health, safety, and welfare of the residents in the properties and for the improvement and maintenance of the Common Area.

Section 3. Assessment Allocation. Assessments shall be levied as to each lot on the basis of the class of membership as hereinafter set forth. The assessment for the Class B membership for any vacant lot or any lot superimposed with an unoccupied, unsold living unit structure shall be twenty-five (25) per cent of the annual assessment for a Class A member.

Section 4. Maximum Annual Assessment. Until January 1, 1980, the maximum annual assessment shall be as follows for each class as designated:

Class A - \$30.00 per month.

150

9

Class B - Not less than 25 per cent of the annual assessment for a Class A member.

From and after January 1, 1980, the maximum annual assessment may be increased each year not more than five (5) per cent above the maximum assessment for the previous year without a vote of the membership. The maximum annual assessment may be increased above five (5) per cent by a vote of two-thirds (2/3) of the Class A members who are voting in person or by proxy, at a meeting of the Association duly called for this purpose. The Board of Directors may fix the annual assessments at an amount not to exceed the maximum.

Section 5. Special Assessments for Capital Improvements.

In addition to the annual assessments authorized above, the Associ-

2060136

ation may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of the members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 6. Notice and Quorum for any Action Authorized Under Sections 4 and 5. Written notice of any meeting called for the purpose of taking any action authorized under Section 4 or 5 shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies entitled to cast sixty (60) per cent of all the votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Uniform Rate of Assessment. Both annual and special assessments must be fixed at a uniform rate for all lots within each class of membership and may be collected on a monthly, or quarterly, or annual basis.

Section 8. Date of Commencement of Annual Assessments:

Due Date. The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments

on a specific lot have been paid.

9

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of eight (8) per cent per annum. The Association may bring an action at law against the Owner personaly obligated to pay the same, or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein

by non-use of the Common Area or abandonment of his lot.

of the assessments provided for herein shall be subordinate to the lien If any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 10. Subordination of the Lien to Mortgages. The lien

Section 11. Exempt Property. All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

Section 12. Lot and Exterior Maintenance. In the event an Owner of any lot in the properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Association, after approval by twothirds (2/3) vote of the Board of Directors and thirty (30) days' written notice to the Owner, shall have the right, through its agents and employees, to enter upon said parcel and to repair, clear, trim, maintain, and restore the lot and the exterior of the buildings and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such lot is subject, which shall be due and payable thirty

(30) days from the date said assessment is made.

 \Box

9

ARTICLE V

ARCHITECTURAL CONTROL

No building, fence, wall, or other structure shall be commenced, erected or maintained upon the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, which is a period of the same shall have been submitted to shall approved in writing as to harmonv of external design and location in relation to surrounding structures and topography by the shourd of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and this Article will be deemed to have been fully complied with.

ARITCLE VI

USE RESTRICTIONS

Section 1. Building Location. Each building shall be placed on the lot in conformance with the final PUD for said lot as approved by the Board of County Commissioners of Seminole County, Florida.

For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building; provided, however, that this shall not be constructed to permit any portion of a building on a lot to encroach upon another lot, except as approved with the final PUD, for each lot, by the Board of County Commissioners of Seminole County, Florida

Section 2. Lot Area and Width. Lots must conform to the final PUD for such lot.

Section 3. Sidewalks. Sidewalks must conform to final PUD as from time to time approved by the Board of County Commissioners of Seminole County, Florida.

Section 4. Signs. No signs of any kind shall be displayed to the public view on any lot except one professional sign of not

more than one (1) square foot advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

Section 5. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon any lot.

တ

9

Section 6. Livestock, Poultry and Nuisances. No noxious or of fensive trade or activity, including, but not limited to, the traising of or keeping of chickens, goats, pigs, horses, cattle or other animals, shall be carried on upon any lot, but the foregoing shall not be construed as to prohibiting the raising or keeping of domestic pets provided they are not kept or bred or maintained for commercial purposes, nor shall anything be done on any lot which may be or become a nuisance or an unreasonable annoyance to the neighborhood.

Section 7. Prohibited Structures. No trailer, tent, shack, garage, barn, or other outbuilding erected or placed upon any lot, shall at any time be used as a residence, temporarily or permanently, nor shall any structures of a temporary character be used as a residence.

Section 8. Garbage and Refuse. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

Section 9. Easements. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat or final PUD development plan as filed with the Board of County Commissioners of Seminole County, Florida. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow or drainage facilities in the easements, or which

may obstruct or retard the flow of water through drainage facilities in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements which a public authority or utility company is responsible for.

Section 10. Sewage Service. Sewage service to all property described in this Declaration will be supplied by the City of Casselberry Utilities, in accordance with its rules and regulations.

The use of septic tanks or any other sewage disposal facilities is specifically prohibited.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall be a shall be a specific to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The Covenants and Restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than ninety (90) per cent of the Lot Owners, and thereafter by an instrument signed by not less than seventy-five (75) per cent of the Lot Owners. Any amendment must be recorded.

Section 4. FHA/VA Approval. As long as there is a Class B membership, any amendments to this Declaration of Covenants, Contitions and Restrictions will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its

General Partner, this 22nd day of August , 1978.

Signed, sealed and delivered in the presence of:

Gernadette M. Morris

STERLING PARK, LTD.

LEO R. SHEY, General Partner

DECLARANT

LEGENTA OF THE PARTY OF THE PAR

C STATE OF FLORIDA

SCUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowledgments, personally appeared LEO R. SHEY, General Partner of Sterling Park, Ltd., a Florida limited partnership, to me well known and known by me to be such General Partner, and he acknowledged the execution of the foregoing instrument.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of August , 1978.

NOTARY PUBLIC

My commission expires:

MA COMMISSION CO. 12 COME IT 1880

BONDET THRU GENERAL INSURANCE UNDERWRITERS

THE WHITE BUILD

064124

OF

PINE TREE VILLAGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is PINE TREE VILLAGE AT DEER RUN HOMEOWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 1033 East Semoran Boulevard, Casselberry, Florida 32707, but meetings of members and directors may be held at such places within the State of Florida, County of Orange or Seminole, as may be designated by the Board of Directors.

ARTICLE II

MEETING OF MEMBERS

Section 1. Annual Meeting. There shall be an annual meeting of the members of the corporation at such place as may be designated, on the third Tuesday in March of each year, if not a legal holiday under the laws of the State of Florida, and if a legal holiday, then on the next succeeding business day, at 4:00 p.m., for the transaction of such business as may come before the meeting.

Section 2. Special Meetings. Special meetings of the members shall be held whenever called by the Board of Directors or by the members who are entitled to vote one-four (1/4) of all the votes of the Class A membership.

Section 3. Notice of Meetings. Written notice of each meeting, stating the time, place, and in general terms the purpose or purposes therefor, shall be sent by mail to the last known address of all members at least ten (10) days prior to the meeting.

Section 4. Proxy. Each member may cast its vote, either in person or by proxy, for each lot owned in fee simple by that particular member, solely or jointly, or by a corporation owning a lot or lots. Any proxy granted is revokable and will automatically cease should the member granting said proxy convey his lot.

Section 5. Quorum. At any meeting of the members a quorum shall consist of members holding one-third (1/3) of the votes of each class of members.

ARTICLE III OFFICERS

Section 1. Executive Officers. The executive officers of the corporation shall be the President, a Vice President, a secretary and an Assistant Secretary and a Treasurer. The executive officers shall be elected annually by the Board of Directors. They shall take office immediatley after election.

Section 2. The President. Subject to the direction of the Board of Driectors, the President shall be the chief executive officer of the corporation, and shall perform such other duties as from time to time may be assigned to him by the Board.

Section 3. The Vice President. The Vice President shall have such power and perform such duties as may be assigned to him by the Board of Directors or the President. In case of the absence or disability of the President, the duties of that officer shall be performed by the Vice President.

Section 4. The Secretary. The Secretary shall keep the minutes of all proceedings of the Board of Directors and of all committees and the minutes of the members' meetings in books provided for that purpose; he shall have custody of the corporate seal and such books and papers as the Board may direct, and he shall in general perform all the duties incident to the office of Secretary, subject to the control of the Board of Directors and the President; and he shall also perform such other duties as may be assigned to him by the President or by the Board.

Section 5. The Treasurer. The Treasurer shall have the custody of all the receipts, disbursements, funds and the securities of the corporation and shall perform all duties incident to the office of the Treasurer, subject to the control of the Board of Directors and the President. He shall perform such other duties as may from time to time be assigned to him by the Board or the President. If required by the Board, he shall give a bond for the faithful discharge of his duties in such sum as the Board

may require. He shall cause an annual audit of the books of the Association to be made by a public accountant at the completion of each fiscal year.

Section 6. Subordinate Officers. The President, with the approval of the board of Directors, may appoint such other officers and agents as the Board may deem necessary, who shall hold office at the pleasure of the Board, and who shall have such authority and perform such duties as from time to time may be prescribed by the President or by the Board.

<u>Section 7.</u> Term. The officers of this association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 8. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 9. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 10. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

ARTICLE IV.

BOARD OF DIRECTORS

Section 1. Number of Members. The business and affairs of this corporation shall be managed by a Board of Directors which shall consist of not less than three (3) nor more than seven (7) members. The first Board of Directors need not be members of the

Corporation and shall consist of three (3) members.

Section 2. Regular Meetings. The Board shall meet not less than once each month for the transaction of business at such place as may be designated from time to time.

Section 3. Special Meetings. Special Meetings of the Board of Directors may be called by the President or by three (3) members of the Board for any time and place, provided reasonable notice of such meeting shall be given to each member of the Board before the time appointed for such meetings.

Section 4. Quorum. The Directors shall act only as a Board, and the individual Directors shall have no power as such. A majority of the Directors for the time being in office shall constitute a quorum for the transaction of business. The act of a majority of Directors present at a meeting at which there is a quorum shall be the act of the Board of Directors, except as may be otherwise provided by law.

Section 5. Chairman. At all meetings of the Board of Directors, the President, or, in his absence, the Vice President, or in the absence of both, a Chairman chosen by the Directors present, shall preside.

Section 6. Terms of Members of the Board. The first
Board of Directors named in the Articles of Incorporation of the
corporation shall serve for one (1) year. Thereafter, they shall
be elected by the members of the Association for an annual term.

Section 7. Annual Report. The Board of Directors, after the close of the fiscal year, shall submit to the members a report as to the condition of the Association and its property and shall submit also an account of the financial transactions of the past year.

Section 8. Vacancies in Board. Whenever a vacancy in the membership of the Board shall occur, the remaining members of the Board shall have the power, by a majority vote, to select a member of the Association to serve the unexpired term of the vacancy.

Section 9. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 10. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 11. Powers and Duties of the Board of Directors.

- A. Powers. The Board of Directors shall have power to:
- (i) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof.
- (ii) Suspend the voting rights and right to use of the recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations.
- (iii) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration.
- (iv) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and
- (v) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.
- B. <u>Duties</u>. It shall be the duty of the Board of Directors to:
- (i) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote.
 - (ii) Supervise all officers, agents and employees

of this Association, and to see that their duties are properly performed;

- (iii) As more fully provided in the Declaration, to:

 (a) Fix the amount of the annual assessment
 against each Lot at least thirty (30) days in advance of each annual
 assessment period;
- (b) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and
 - (c) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.
 - (iv) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
 - (v) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
 - (vi) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; (vii) Cause the Common area to be maintained.

ARTICLE V

MEMBERSHIPS

Section 1. Qualifications. Only lot owners in STERLING

PARK - UNIT 24, or additions brought within the jurisdiction

of the Association shall be members of this corporation. When

two (2) or more persons are the joint owners of real property in

STERLING PARK - UNIT 24, or additions brought within the jurisdiction

of the Association, one (1) and only one (1) shall become a member.

Only members shall be entitled to vote. Each lot shall be entitled to one (1) vote.

Whenever a member shall cease to own real property in STERLING PARK - UNIT 24 or additions brought within the jurisdiction of the Association, such member shall automatically be dropped from the membership of the corporation.

Section 2. Members. A member shall have no vested right, interest, or privilege of, in, or to the assets, functions, affairs or franchises of the corporation, or any right, interest, or privilege which may be transferable or inheritable, or which shall continue after his membership ceases, or while he is not in good standing.

Section 3. Manner of Admission. Every person buying a lot in STERLING PARK - UNIT 24, or additions brought within the jurisdiction of the Association, shall become a member of the Association upon the acquisition of his lot.

Section 4. Memberships Not Transferable. No membership may be sold, assigned, or transferred, voluntarily or by Will or by operation of law.

Section 5. Termination of Membership. Each membership shall cease when the member sells, assigns, transfers, or otherwise disposes of his lot in STERLING PARK - UNIT 24, or additions brought within the jurisdiction of the Association.

Section 6. Annual Maintenance Assessment. Every member shall be required to pay an annual assessment, the amount of which shall be determined by the Board of Directors and may be changed from year to year by the Board of Directors or by the members. Annual assessments for new members shall be pro-rated from the date ownership is acquired to the last day of the year.

ARTICLE VI

LOSS OF PROPERTY

Section 1. Liability. The Board of Directors shall not be liable or responsibile for the destruction of, loss of, or damage to the property of any member or the guest of any member, or visitor, or other persons.

ARTICLE VII

MAINTENANCE CHARGES

Section 1. Fees. The Board of Directors shall have the right and power to subject the property to an annual and special maintenance charge, which along with the initiation fee and annual dues, shall constitute the annual assessment provided for in

Section 1, Article IV, of the Declaration of Covenants, Conditions and Restictions. It shall be the duty of the Board of Directors to enforce and implement the provisions of the Declaration of Covenants, Conditions and Restrictions.

Section 2. Use of Funds. The funds raised by dues and assessments may be used for the following purposes:

For lighting, improving, and maintaining the streets and dedicated right-of-way areas maintained for the general use of the owners and occupants of land included in such subdivision.

For operating and maintaining any storm-water drains now or hereafter constructed in such subdivision that are not or will not be under the direct supervision of the State or County.

For collecting and disposing of garb age, ashes, and rubbish. For employing policemen and watchmen; and

For doing any other thing necessary or desirable, in the opinion of the Board of Directors, to keep the property neat and in good order and eliminate fire hazards, or which in the opinion of the Board of Directors may be of general benefit to the owners or occupants of the land included in STERLING PARK - UNIT 24, or additions brought within the jurisdiction of the Association.

Section 3. Certificate and Liens. Upon request, the corporation shall furnish to any owner or mortgagee or person interested a certificate showing the unpaid maintenance charges against any lot or lots.

The corporation may, in its discretion, subordinate in writing, or limited periods of time, the liens of the corporation against any lot or lots for the benefit or better security of a mortgagee.

ARTICLE VIII

NOTICE

Section 1. Notice. Whenever, according to these By-Laws, or the Declaration of Covenants, Conditions and Restrictions, a notice shall be required to be given to any member, it shall not be construed to mean personal notice, but such notice may be given in writing by depositing the same in a post office in Seminole County, Florida, in a postpaid, sealed wrapper, addressed

Seminole County, Florida at O. R. Book 1206, pages 132 through 141, on January 19, 1979.

Section 8. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

ARTICLE XI

COMMITTEES

Section 1. Committees. The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XII

BOOKS AND RECORDS

Section 1. Books and Records. The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XIII

CORPORATE SEAL

Section 1. Corporate Seal. The Association shall have a seal in circular form having within its circumference the words: Pine Tree Village at Deer Run Homeowners Association, Inc., Incorporated 1978, a corporation not for profit, Florida.

ARTICLE XIV

ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessment which is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of six (6) per cent per annum, and the Association may bring an action at law against the Owner

SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

DEC 3 8 55 AH '79

THIS AMENDMENT, made on the date hereinafter set forth by STERLING PARK, LTD., a Florida limited partnership, hereinafter referred to as "Declarant".

WITNESSETH:

WHEREAS, Declarant is the owner of certain property in Seminole County, Florida, which is more particularly described as follows:

STERLING PARK - UNIT 24, as per plat thereof recorded in Plat Book 20, pages 82, 83 and 84, Public Records of Seminole County, Florida.

and,

WHEREAS, Declarant made a Declaration of Covenants, Conditions and Restrictions on the 22nd day of August, 1978, which was recorded in the Public Records of Seminole County, Florida, on January 19, 1979, at O. R. Book 1206, pages 132 through 141;

on gand,

9

0

5

WHEREAS, Declarant desires to amend said Declaration of
Covenants, Conditions and Restrictions as hereinafter provided:

NOW, THEREFORE, Declarant hereby makes this Amendment as

The following Articles and Sections are amended to read as follows:

ARTICLE II

PROPERTY RIGHTS

Section 1(c). The right of the Association to dedicate or transfer all or any part of the Common ARea to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument signed by two-thirds (2/3) of each class of members agreeing to such dedication or transfer has been recorded; and

ARTICLE IV

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applica-

able to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessment shall have been approved by two-thirds (2/3) of each class of members who are voting in person or by proxy at an Association meeting duly called for this purpose.

Section 9. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six per cent (6%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLE VII

GENERAL PROVISIONS

Section 5. FHA/VA Approval. As long as there is a Class B membership, any amendments to this Declaration of Covenants, Conditions and Restrictions, any dedication of common area, or mannexation of additional land will require the prior approval of the Federal Housing Administration or the Veterans Administration.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused these presents to be executed in its name by its General Partner, this __19th____ day of November, 1979.

signed, sealed and delivered in the presence of:

STERLING PARK, LTD

Colt Ko.

Mu 1.11 Rica.

Leo R. Shey, its Ceneral Partner

STATE OF FLORIDA COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and in the County aforesaid to take acknowl-diments, personally appeared LEO R. SHEY, General Partner of Sterling Park, Led., a Florida limited inthership, to me well known and known and me well known and known of the foregoing instrument.

of the foregoing instrument.
WITNESS my hand and official seal in the County and State last

Albebsaid this /7 day of November, 1979.

Myunu Shipi RRight (Expines: 4

Notary Public

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

WHEREAS, Olin-American Homes of Florida, Inc. is the owner in excess of ninety percent (90%) of the lots constituting Sterling Park Unit 24, as per plat thereof as recorded in Plat Book 20, pages 82, 83 and 84, Public Records of Seminole County, Florida; and

WHEREAS, there exists or will exist eave overhang from the roof of the patio houses constructed upon the patio lots, or to be constructed upon the patio lots, into the common area along the boundary of the patio lots, to a width not to exceed two and one-half feet (2-1/2'); and

EMEREAS, it is necessary to amend the Declaration of Covenants, Conditions and Restrictions for Sterling Park Unit 24, as per plat thereof as recorded in Plat Book 20, pages 82, 83 and 84, Public Records of Seminole County, Florida, as recorded in Official Records Book 1206, at page 132, Public Records of Seminole County, Florida, to include such area of eave overhang in the Limited Common Area as defined in said Declaration of Covenants, Conditions and Restrictions.

NOW, THEREFORE, in consideration of the premises, and of the right of amendment as provided for pursuant to Article 7, Section 3 of said Declaration of Covenants, Conditions and Restrictions, the same are hereby amended as follows:

1. Article 1, Section 4 is hereby amended in its entirety as follows:

> "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the owners but shall not include the common area as shown on the plat of Sterling Park Unit 24 which is within the patio wall affixed to and contiguous to each unit or which is within the area encompassed by the eave overhang of the roof of each patio house constructed upon each unit and which extends beyond or overhangs over the lot line of each unit, hereinafter called the "Limited Common Area".

2. Except as set forth herein, said Declaration of Covenants, Conditions and Restrictions shall not be otherwise

SECURITY FIRST FEDERAL SAVINGS AND LOAN ! P. O. E NTER PARK, amended, modified and shall remain in full force and effect amended only as hereinabove set forth.

IN WITNESS WHEREOF, the undersigned, being the Owner of in excess of ninety percent (90%) of the lots of Sterling

Park Unit 24, as per plat thereof as recorded in Plat Book 20,

pages 82, 83 and 84, Public Records of Seminole County, Florida,

has caused these presents to be executed by its duly authorized officers and its corporate seal hereunto affixed this 1777 day

of 1979.

8	of		193
U I 0 7	Signed, sealed and delivered in the presence of: (/(((//)) / ((///)) / (/////) STATE OF FLORIDA COUNTY OF ORANGE	OLIN-AMERICAN HOMES OF By: As Its President Attest: As Its Secretary (CORPORATE	Salar Maria
. —	officer duly authorized in the To take acknowledgments, person Harris and Way	nally appeared Norman L. ne E. Simpson , w esident and Sec Homes of Florida, Inc., edged executing the sam nesses freely and volum them by said corporatio	rell retary respectively, e in the starily on and
	and State las aforesaid this 1979. (Notarial Seal)	Official seal in the Country Public, State of My Commission Expires: Notary Public, State of Florida a My Commission Expires feb. 11.	Florida
Return to:	This instrument prepared by: Jesse E. Graham, Esq. Graham, Markel, Scott, Marlowe, Appleton and McDonough, P.A. 280 West Canton Avenue, Suite 2 Post Office Drawer 1690 Winter Park, Florida 32790		ပ - - - - - -

